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IN THE

Supreme Court of the United States

OCTOBER TERM

No. 842.

SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES & INLAND WATER DISTRICT, PUERTO RICO DIVISION, AFL-CIO,

Petitioner,

vs.

VALENCIA BAXT EXPRESS, INC., MARITIME TRUCKING COMPANY, INC., and LABOR RELATIONS BOARD OF PUERTO RICO,

Respondents.

PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF THE COMMONWEALTH OF PUERTO RICO

APPENDIX A

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INDEX

	PAGE
1. Opinion and judgment rendered by the Supreme Court of the Commonwealth of Puerto Rico on October 25, 1962	1a-15a
Judgment—October 25, 1962	16a
Order—November 20, 1962	17a
2. Statutes	18a-19a

APPENDIX A

1. Opinion and Judgment

IN THE

SUPREME COURT OF PUERTO RICO

JRT-62-2

Re: Enforcement of Arbitration Award

(29 L. P. R. A. § 61 *et seq.*)

LABOR RELATIONS BOARD OF PUERTO RICO

(In the name of and in representation of the Seafarers International Union of North America, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO, Puerto Rico Division),

Petitioner,

vs.

VALENCIA BAXT EXPRESS, INC. and MARITIME TRUCKING, INC.,

Respondents.

Division composed of Mr. Justice Hernández Matos as Chief Judge of Division and Mr. Justice Santana Becerra and Mr. Justice Blanco Lugo.

Opinion delivered by Mr. Justice Santana Becerra.

San Juan, Puerto Rico, October 25, 1962.*

* This is the English translation of the opinion and judgment rendered by the Supreme Court of the Commonwealth of Puerto Rico in the Spanish language.

1. Opinion and Judgment

The Puerto Rico Labor Relations Board represented by the Attorney General appeared before this Court in the name and on behalf of the Seafarers International Union of North America, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO (Puerto Rico Division), in this case the Union, requesting us to order Valencia Baxt Express, Inc. and Maritime Trucking, Inc., in this case the Employers, to comply with an arbitration award. Puerto Rico Labor Relations Act, No. 6 of March 7, 1946, Sec. 9(2)(c), 29 LPRA § 70 (2)(c).

The Board alleges that on March 17, 1961, the parties signed certain stipulation in which they bound themselves to negotiate to commence Friday, March 24, 1961. If no agreement could be reached within 15 days after commencement of negotiations, then the entire matter would be submitted to arbitration for settlement. The Secretary of Labor of the Commonwealth of Puerto Rico, would designate an arbitrator. The decision of the arbitrator would be made within 30 days of such submission and would be final and binding on both parties.

On April 19, 1961 the Secretary of Labor wrote a letter to Mr. Eduardo Gracia informing him that the strike between the Union and the Employers had been settled by a stipulation of March 17, 1961, signed by the representatives of the aforesaid parties; that on April 12, 1961 the President of the Union had informed him of the inability of the parties to reach an agreement and requested the designation of the arbitrator and that pursuant to said stipulation he designated him as such arbitrator and included a copy thereof for whatever action he deemed pertinent. After the proper procedure, on August 10, 1961, the arbitrator issued the arbitration award. Because of the nature of the issues raised by the Employers in this case, we copy below those parts of the

award in which the arbitrator interprets the submission and his power to decide:

"FINDINGS ON THE QUESTIONS TO BE DECIDED

"Paragraphs 3, 4, and 5 of the submission agreement signed by the parties on March 17, 1961 (Exhibit I) set forth the questions and general procedure to be followed in the arbitration. Insofar as pertinent, said paragraphs read:

"3. Negotiations to commence Friday, March 24th, 1961. If agreement can not be reached within 15 days after commencement of negotiations, then the entire matter shall be submitted to arbitration for settlement. The Secretary of Labor of the Commonwealth of Puerto Rico shall designate such arbitrator.

"4. The decision of such arbitrator shall be made within 30 days of such submission.

"5. The decision shall be final and binding on both parties.

"The stipulation to arbitrate is exceedingly general with respect to the issues involved in this arbitration. The stipulation merely indicates: '. . . *then the entire matter shall be submitted to arbitration for settlement* . . .' [Emphasis supplied by arbitrator] Which is the scope of the words 'the entire matter'? Which are the matters subject to this arbitration? In order to arrive at a decision on the issues of the case, we must examine the briefs of the parties and the statements of the parties regarding this same matter. *Exhibits 6, 7, 8, 14, 15; Stenographic Record of the Hearings.*

1. Opinion and Judgment

"BRIEF OF VALENCIA BAXT EXPRESS, INC.

"May 4, 1961. Exhibit 8.

"1. That the Collective Agreement signed with the Union on November 27, 1957, is still in force and does not expire until November 30, 1961.

"2. That even if the allegation of the Union that there is no agreement after December 1, 1960, were correct, the Union violated said agreement when it went on strike instead of relying on the arbitration clause of the aforesaid agreement.

"3. That the S. I. U. (the Union) ought not to appear as a party in this arbitration proceeding inasmuch as it lost the representation of the laborers of Valencia Baxt Express. This issue concerns the Labor Relations Board and, therefore, the arbitrator lacks jurisdiction in this case.

"4. Assuming that these allegations were rejected and such rejection were correct, Valencia Baxt Express is in no financial condition to absorb a salary increase and the cost of other financial covenants of the agreement. Furthermore, an increase in its costs would place it in competitive disadvantage with other trucking concerns.

"BRIEF OF MARITIME TRUCKING CO., INC.

"May 4, 1960. Exhibit 7.

"1. That the Collective Agreement signed with the Union on December 30, 1957, is still in effect and expires June 3, 1961.

"2. That this arbitration proceeding is academic since the Union's certification expires June 3, 1961; and because the Union has stated that it does not wish to represent the laborers of Maritime Trucking Company.

"3. Assuming that these allegations were rejected, and my rejection were correct, Maritime Trucking Co., Inc., is in no financial condition to absorb a salary increase and the cost of other financial covenants of the agreement. Moreover, an increase in its costs would place it at a competitive disadvantage with other trucking concerns.

"**BRIEF OF THE UNION**

"May 5, 1961. Exhibit 15.

"1. That the Union signed a Collective Agreement with Valencia Baxt Express on November 27, 1957 and with Maritime Trucking Company on January 9, 1958 and that both agreements expired on November 30, 1960.

"2. That the Union and the two Employers negotiated for a new agreement and the negotiations resulted in a strike that ended with the arbitration stipulation of March 17, 1961.

"3. That the Employers denied the Union's request to examine the books of both concerns in order to obtain pertinent information of a financial nature to submit it to the arbitrator.

" .....

"With respect to the merits of the case, the arbitrator considers that the only question submitted to him for decision is the question regarding the collective agreements among the parties and the specific questions in connection with these agreements that resulted in the submission agreement of March 17, 1961. The arbitrator deems that the issues to be decided are the following:

"1. Whether the collective Agreement signed between the Union and Valencia Baxt Express on November 27, 1957 is still in effect or expired on November 30, 1960.

1. Opinion and Judgment

"2. Whether the Collective Agreement signed between the Union and Maritime Trucking Company on December 30, 1957, is still in effect or expired on November 30, 1960.

"3. Had there been an automatic renewal of these two agreements dated November 30, 1960, the arbitration would involve the financial convenants of the former agreement.

"4. Had these two agreements expired on November 30, it is incumbent on the arbitrator to decide the new agreement binding the parties, including, among other things:

"(a) Format and language and duration of the new agreement with Valencia Baxt Express, Inc.

"(b) Format and language and duration of the new agreement with Maritime Trucking Company.

"(c) Deciding as to the proposed changes in the financial covenants and conditions of work, applicable to both agreements.

"(d) Retroactive date of the financial covenants applicable to both agreements." [1]

The arbitrator decided that the collective agreements existing between the Union and the Employers had expired November 30, 1960; that since the Union timely notified its

[1] In addition to the text copied above the arbitrator stated that during the proceedings a group of workers of these Employers informed the Department of Labor that they objected to the arbitration proceedings and challenged the representation of the Union. In subsequent hearings the Employers objected to the arbitration proceeding due to the protests and objections of a group of laborers of their enterprises against said arbitration, against the arbitrator and against the Union. They also requested the suspension of the proceedings and that the arbitrator be disqualified under the charge of bias and prejudice. Apparently a problem of representation was being raised in which part of the workmen rejected the Union, but the arbitrator did not pass on this problem on the ground that it rested with the Labor Relations Board.

desire to continue negotiations, there was no automatic renewal of said agreements on December 1, 1960; that since said agreements expired, a new agreement should be executed to govern the relations between the Union and each Employer for a two year term beginning December 1, 1960 and he interpreted the submission to the effect of having authority to draw up a new agreement.[2] Because of the importance that it has in connection with the issues raised we attach a literal transcript of that part of the award as Appendix A of this opinion.

On February 14, 1962, we granted 10 days to the Employers to show cause, if any, why the award should not be enforced.[3] On February 20, they filed a notice that they had requested a change of venue to the United States District Court for the District of Puerto Rico, which was finally denied by said Court on July 10, 1962. The Employers have appeared and request the dismissal of the appeal on the ground that it is a quasi-legislative arbitration award and since the substantive federal law should prevail, it should not be enforced by this Court.

Irrespective of the contention of the Employers, it is very questionable whether that part of the award which consists of a collective agreement to govern the relations between the

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[2] The award orders the Union and the Employers to appear to provide for such matters as: Union recognition, Union shop, selection of new personnel, probationary period, work day and work week, holidays, arbitration, first step, second step, third step, check-off, vacations and sick leave, welfare fund, seniority, general provisions, minimum compensation, wages, strikes and walkouts, retroactivity of wages and effectiveness.

[3] The Union appeared separately represented by attorneys Misses Torres Peralta and Vizcarra who requested leave to intervene. In this suit such intervention does not lie. Sec. 9(2)(c), Act No. 6 of March 7, 1946. In the absence of any objection, Sec. 10, we granted the lady attorneys the legal representation sought together with the Attorney General.

parties should be enforced, inasmuch as the power of the arbitrator under the submission is doubtful to the effect.[4]

In *Rios* v. *Puerto Rico Cement Corp.*, 66 P. R. R. 446, we said at p. 453, that as a general rule an award may be challenged or set aside if there exists any defect or "*insufficiency*" in the *submission*. We ratified this in *Labor Relations Board* v. *N. Y. & P. R. S. S. Co.*, 69 P. R. R. 730, 742, and in addition we said at p. 748: "Precisely because an arbitrator's award is final and binding, the arbitrator can not, unless the parties so agree determine his own jurisdiction. It is for the courts and not for the arbitrator *to construe* the arbitration agreement *to determine what questions the parties agreed to submit to arbitration*. And contracts providing for arbitration will be carefully construed in order not to force a party to submit to arbitration a question which he did not intend to be submitted." (Citations.) And at p. 751: "As we have seen, because the parties are bound by an arbitrator's award and the courts may not review it on the merits, a *submission agreement* is interpreted *carefully* to prevent arbitration of issues not submitted to arbitration. Since the submission agreement does not clearly give the Committee authority to award back pay prior to January 9, 1948, the award may not be enforced insofar as it provides for back pay prior to that date." (Italics ours.)*

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[4] Act No. 376 of May 8, 1951 authorizes and regulates the commercial arbitration and expressly provided that it does not apply to arbitration agreements between employers and employees, which would continue to be governed by the Labor Relations Act under and by virtue of any other act which might be enacted to regulate the arbitration of labor management problems. The Labor Relations Act does not regulate labor arbitration and there is no other specific legislation to that effect. However, this Court has been applying to the labor management arbitration problems the general principles in the doctrine which governs the arbitration matter. Cf. *Housing Authority* v. *Superior Court*, 82 P. R. R. 333, 344.

* One of the provisions of the award in this quasi-legislative case is the back pay of the wages.

I. Opinion and Judgment

The submission contract in this case is the stipulation of March 17, 1961. We know that there was a state of strike, but the record does not say what were the specific demands or disputes object of the stoppage. It could perhaps be based on a difference of opinion as to whether the prior agreement was or was not in effect or whether it had been renewed or not, and also there could have existed other demands or disputes. We do not know. The arbitrator himself was perplexed in the face of the vagueness and insufficiency of the submission, posing himself several questions. The entire matter is, insofar as the record before us is concerned, a state of strike. As the arbitrator himself states, he found the complement of the submission agreement in expressions of the parties during the proceedings before him. But assuming that said expressions in the course of the proceedings cured the fundamental defect of the submission, according to the way he himself states them, the interpretative conclusion which he reached to the effect that he was authorized under the submission to draw up a whole collective agreement, binding on both parties, seems groundless and of doubtful validity, particularly when, in the absence of a clear and specific authorization, free of any doubt and vagueness, it could fail to respond, as we shall later see, to a better and more desirable practice in the field of labor management relations.

The Employers maintain that the federal courts do not enforce an award of a quasi-legislative nature and that we should in this case apply the substantive federal law. There is no dispute that these Employers are subject to the federal legislation on fair standards of work, Taft Hartley. It is unquestionable that part of the award constitutes a legislative piece of the arbitrator to regulate prospectively the relations, rights and duties of the parties for a two-year term.

1. Opinion and Judgment

Let us turn to the federal situation. In *Boston Printing Pressmen's Union* v. *Potter Press*, 241 F. 2d 787, the Court of Appeals for the First Circuit refused to enforce part of a collective agreement insofar as it would lead, if enforced, to an award of this nature, although much more limited than the one in the present case. The Union and the employer had agreed in a collective agreement that if either party desired a change or alteration of any of the terms of the contract it should give notice at a certain time, otherwise the agreement would continue in effect for another year. The agreement created an arbitration committee to which all the problems would be referred as well as the interpretation of any of its clauses or any violation of the agreement which could not be settled otherwise. It was specifically agreed that all questions regarding a new agreement to become effective at the expiration of that one which could not be settled by conciliation, would be decided by arbitration.

The Union notified the employer its desire to discuss certain changes in the terms and conditions of employment. Various negotiations followed and later the Union informed that three questions relating to a renewal of the agreement had not been settled by conciliation, namely, three week's vacation with pay, two additional holidays and a sick and accident plan; and it requested the employer to submit those three matters to the arbitration committee pursuant to the collective agreement. The employer answered that the agreement did not create a valid and enforceable obligation to arbitrate the renewal terms of the agreement. The Union then appealed to the federal District Court requesting an order compelling the employer to submit those questions to arbitration. The employer moved for the dismissal of the proceedings and they were dismissed.

The Court of Appeals held that the federal court had power to take cognizance of the proceedings and order the

specific performance of a provision of a collective agreement binding the parties to submit to arbitration a dispute under its own ruling in *Local 205, United Electrical, etc.* v. *General Electric*, 233 F. 2d 85. This decision was affirmed by the United States Supreme Court subsequent to the judgment of *Boston Printing Pressmen's Union* in *General Electric Co.* v. *Local 205*, 353 U. S. 547. But notwithstanding the fact of recognizing power to the District Court to compel the enforcement of a collective agreement—Sec. 301 of the Labor Relations Act of 1947, 29 U. S. C. A. Sec. 185 (a)—the Court of Appeals noted, however, that in that case the District Court had pointed out a radical difference from the one presented in *General Electric* in the sense that now it was sought to obtain the specific performance of a collective agreement to submit to arbitration a new contract to govern the working conditions after the expiration of the agreement in effect, that is, quoting the District Court, that "The Court is asked to direct what may conveniently be described as a prospective or quasi-legislative arbitration establishing future labor conditions not specifically envisaged in their earlier contract." And the Court of Appeals stated, quoting again the District Court that assuming the constitutionality of a statute in which Congress, with its eyes open might authorize the federal courts to enforce legislative awards of arbitrators, "the present United States arbitration statute . . . is concerned only with the enforcement of quasi-judicial awards directed at the ascertainment of facts in a past controversy and at the prescription of recoverable damages or other suitable awards for that which has been broke not for that which is to be built."

In the even more documented and elaborate opinion of the District Court, 141 F. Supp. 553, Judge Wyzanski indicates that the state courts have generally considered the quasi-legislative award problems to be beyond the intended

reach of a judicially enforceable arbitration statute, unless, and in any event, the Legislature spoke clearly in favor of the widest possible interpretation. Judge Wyzanski, however, did not dispose of the matter merely on the basis of the technical problem presented. Considering it as a novel question not yet decided by federal courts, and envisaging the effect it might have on the delicate area of labor relations, he further said: "Indeed this Court has no information as to whether it is common in labor contracts to have such quasi-legislative provisions; nor, if it is common, whether their enforcement by courts would be desired generally . . . So many doubts are stirred that a court would do well to move warily . . . this court deems it undesirable to jump into what may be a bottomless pit of dispute over future working conditions. In any event, if the Courts are to go into the field of quasi-legislative labor awards let the representatives of the workers, the representatives of the employers, and above all the representatives of the people make themselves first heard in the halls of Congress." Notwithstanding the public policies involved, the Supreme Court refused to review these decisions. 355 U. S. 817. Up to this moment, this is the applicable law in the federal ambit.

It is well to note that although the two decisions of *Potter Press* tie to the problem the United States Arbitration Act, 9 USC, and in part rely on said statute, upon affirming the decision of *Local 205* under the authority of the case of *Textile Workers Union of America* v. *Lincoln Mills of Alabama*, 353 U. S. 448, the Supreme Court did not follow the opinion of the First Circuit to the effect that the Arbitration Act provided the cause of action to compel to arbitrate, but that said cause of action arose from Section 301 (a) of the Taft-Hartley Act. In effect, after the decision of *Lincoln*

Mills, the United States Arbitration Act ceased to have importance in the problem involved.[5]

When in *Lincoln Mills* the Supreme Court finally decided the differences of opinion as to whether section 301 (a) of the Taft Hartley Act merely granted jurisdiction to federal courts in disputes which involved labor organizations or whether, on the contrary, said section was a source of substantive law, the Supreme Court holding that it was such a source and that under its authority the federal courts could order the specific performance of a collective agreement which bound the parties to submit to arbitration and passing on the question of which substantive law should be applied, the Supreme Court held that it was the federal substantive law which the courts could fashion from the policy of our national labor laws. Also that the interpretation of the federal law by federal courts would prevail, not the local law. However, local law could be applied if compatible with the purposes of section 301, in order to find a remedy that will best effectuate the federal policy. Whatever state law might be applied, nevertheless, it would be absorbed as a federal law and would not constitute an independent source of private law.

The Union maintains, invoking *Dowd Box Co.* v. *Courtney*, 368 U. S. 502 and *Teamsters Local* v. *Lucas Flour Co.*,

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[5] In a proceeding filed by the Employer on September 1961 in the U. S. District Court to set aside this quasi-legislative arbitral award, to which the Union objected, Hon. Clemente Ruiz Nazario stated that had the Union requested in that Court the enforcement of said award against the Employer, the Court would have felt compelled to dismiss the case for lack of jurisdiction either under Section 301 of the Labor Management Relations Act or under the United States Arbitration Act, by virtue of the ruling of the First Circuit in *Potter Press;* and that the lack of jurisdiction of the Court under the aforesaid case to enforce said quasi-legislative award at the request of the Union, prevented it from vacating it at the request of the Employers, 199 F. Supp. 103. By the same token the United States District Court refused subsequently the change of venue of the case in which it is sought to enforce the award. Cf. *District 50, United Mine Workers* v. *Revere Copper and Brass, Inc.*, 204 F. Supp. 349, 352.

369 U. S. 95, that we have jurisdiction to take cognizance of this case. There is not the slightest doubt that we have jurisdiction to decide this case. *Dowd* is a modality of *Lincoln Mills*. It fundamentally decides that section 301(a) of the Labor Management Relations Act of 1947 does not grant federal courts exclusive jurisdiction to decide violations of contracts between employers and employees. That decision does not grant us any additonal authority that we aready did not have as we analyzed the situation in the case of *N. Y. & P. R. S. S. Co.*, and it constitutes a full ratification of what we said there.[6]

On the other hand, we do not quite confront the situation of the case of *Lucas Flour Co.*, (at pp. 102-104) nor *Atkinson* v. *Sinclair Refining Co.*, 370 U. S. 238, inasmuch as here there is no open conflict of the local law and the federal law to be decided. We have no local provision which expressly orders —or prohibits that awards of this nature be enforced by this Court.

In the absence of a statute in our legislation that expressly compels us to enforce a quasi-legislative arbitral award, if we must choose between two policies, in the case of Employers covered by federal legislation, it is logical and convenient, for the sake of the desirable uniformity in the standards that must govern labor-management problems of entities covered by said legislation, that we choose to apply the substantive federal law on the matter, which has rejected judicial action to enforce an arbitration collective agreement insofar as it would lead to a prospective award of a quasi-legislative nature or to enforce said award if it had been rendered. Cf. *Robert Lawrence Co.* v. *Devonshire Fab-*

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[6] Although under sec. 8 of the Labor Relations Act to violate the terms of a collective agreement including a clause to accept an arbitral award, whether or not said award is included in the terms of the collective agreement, constitutes an unfair labor practice, which is not such under federal legislation, the Board here did not treat the matter as an unfair practice but instead it directly invoked the judicial power to impose the award.

rics, Inc., 271 F. 2d 402, (CA 2) *cert.* granted: 362 U. S. 909, dismissed: 364 U. S. 801; *Metro Industrial Painting Corp. v. Terminal Construction Co.* (CA 2) 287 F. 2d 382, 385; *El-Hoss Engineer & Transport Co. v. American Ind. Oil Co.* (CA 2) 289 F. 2d 346, footnote 1.

There are serious considerations of public policy in this field of labor relations which would make us think over carefully the convenience of judicially enforcing an award of this nature. One of the questions to be answered is whether such a procedure would not be an indirect attempt of the Judicial Power to legislate instead of to decide judicial or quasi judicial controversies. On the other hand, in view of the nature of the collective agreement other inconveniences have been pointed out.[7] We are not deciding now that we shall not enforce an award of this nature in a situation covered solely by our labor local laws. We repeat that there is involved a serious question of public policy and it would be preferable for the Legislature, rather than the Court, to make the decision of what may be deemed most advisable.

Pursuant to all the preceding considerations the award will be enforced as to that part which declared (1) that the collective agreement between the Union and the Employers expired November 30, 1960; (2) That the Union timely notified the Employers of their desire to enter into negotiations and that this notice precluded the automatic renewal on December 1, 1960 of the existing agreements. Applying to these Employers the federal law, coupled with the serious doubts stirred as to whether the submission clause authorized or not the arbitrator to draw up himself, binding on both parties, all the clauses of a new collective agreement, the Court will not enforce that part of the award that consists in said new collective agreement. (Appendix A).

CARLOS SANTANA BECERRA,
Associate Justice.

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[7] See this problem briefly and summarily stated in Federal Enforcement of Agreements to Arbitrate New Contract Terms, Quasi-Legislative v. Quasi-Judicial Arbitration, Northwestern University L. Rev., Vol. 52, pp. 284-294.

Judgment*

[SAME TITLE]

Division composed of Mr. Justice Hernández Matos, as Chief Judge of Division, Mr. Justice Santana Becerra and Mr. Justice Blanco Lugo.

San Juan, Puerto Rico, October 25, 1962.

For the reasons stated in the foregoing opinion, judgment is hereby entered enforcing that part of the arbitration award of August 10, 1961 involved in the above captioned case, which declared (a) that the collective agreement between the Union and the Employers expired November 30, 1960; (2) That the Union timely notified the Employers of their desire to enter into negotiations and that this notice precluded the automatic renewal on December 1, 1960 of the existing agreements. The Court does not enforce that part of the award that consists in a new collective bargaining agreement. (Appendix A).[1]

It was thus decreed and ordered by the Court as witnesse the signature of the Acting Chief Justice.

PEDRO PEREZ PIMENTEL
Acting Chief Justice.

I attest:

IGNACIO RIVERA,
Secretary.

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* See *supra*, footnote (1).

[1] Appendix A referred to in the opinion is not reproduced here as part of it since it is the Exhibit E which is reproduced at pages 9-34 of the Appendix B, and which was made part of the Petition filed by the Puerto Rico Labor Relations Board on January 31, 1962.

Order

[SAME TITLE]

Section composed by the Associate Justice Mr. Hernández Matos as Accidental Chairman of said Section and the Associate Justices Messrs. Santana Becerra and Blanco Lugo.

San Juan, Puerto Rico, November 20, 1962.

The motion for reconsideration and for clarification of judgment filed on November 6 of this year, denied.

Agreed by the Court as witnesses, the signature of the Chief Justice.

LUIS NEGRÓN FERNÁNDEZ
Chief Justice

I attest:

IGNACIO RIVERA
Secretary

2. Statutes

28 U. S. C. Section 1258:

Final judgments or decrees rendered by the Supreme Court of the Commonwealth of Puerto Rico may be reviewed by the Supreme Court as follows:

1. By appeal, where is drawn in question the validity of a treaty or statute of the United States and the decision is against its validity.

2. By appeal, where is drawn in question the validity of a statute of the Commonwealth of Puerto Rico in the ground of its being repugnant to the constitution, treaties, or laws of the United States and the decision in favor of its validity.

3. By writ of certiorari where the validity of a treaty or statute of the United States is drawn in question or where the validity of a statute of the Commonwealth of Puerto Rico is drawn in question on the ground of its being repugnant to the Constitution, treaties or laws of the United States, or where any title, right, privilege or immunity is especially set up or claimed under the Constitution, treaties or statutes of, or commission held or authority exercised under the United States.

29 U. S. C. Section 185:

"Suits in violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this act, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties without respect to the amount in controversy or without regard to the citizenship of the parties . . ."

2. Statutes

29 L. P. R. A. Section 70(2)(e):

"In order to promote collective bargaining the Board may in the exercise of its discretion aid in the enforcement of arbitration awards issued by competent arbitration agencies, whether designated according to the terms of any collective bargaining contract executed between an Employer and a labor organization or by virtue of any agreement signed by a labor organization and an Employer. Upon the issuance of an arbitration award, the Board may give advice, at the request of any party to such award or may, if requested to do so, file in the name of the party so requesting, the proper judicial proceeding in the Supreme Court of Puerto Rico to enforce such award or arbitration."